

**Arizona Department of Transportation  
Aeronautics Division**

**AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT**

**Design/Construction**

**Part I**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Arizona acting by and through the Arizona Department of Transportation, Aeronautics Division, herein referred to as the "State" and the City of Scottsdale, a political subdivision of the State of Arizona, herein referred to as the "Sponsor" for a grant of State funds for the purpose of aiding in financing a Project of design/construction, hereinafter called the "Project", for the improvement of the Scottsdale Airport, hereinafter called "Airport".

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the State Transportation Board Approval. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within one year of the State Transportation Board Approval. This Project will consist of the airport improvements as described in Exhibit A. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor represents that its governing body has formally authorized the acceptance of this Agreement. This Agreement shall be signed by an official with the authority to bind the Sponsor contractually and shall be approved as to form by the Sponsor's attorney, who shall certify that the Sponsor's acceptance constitutes a legal and binding obligation of the Sponsor and is within the Sponsor's powers and authority as granted by law.

- 4) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit A, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 5) The Sponsor shall comply with the General Provisions and abide by and enforce the Sponsor Assurances incorporated herein as Exhibits B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be ten percent (10.0%) of allowable costs for this State/Local Grant as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be two hundred and twenty-five thousand dollars (\$225,000.00).
- 3) If this is a State/Local grant and in the event that the FAA provides funding for this Project, the State participation shall be a minimum of fifty percent (50%) of the non-federal share of the eligible items up to the maximum reimbursement stated above.
- 4) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or June 30, 2006, whichever is earlier.
- 5) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not entered the design stage within one year of the State Transportation Board Approval or at any time, if not entered into the construction phase. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 6) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after January 1, 2003 shall be considered eligible for reimbursement provided that said costs are directly related to the development of the Project on which this Agreement is written.

**Part II**

The Sponsor hereby represents and certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

\_\_\_\_\_  
(enter local funding type and location)

- 3) The Sponsor possesses legal authority to apply for the grant and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Sponsor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sponsor to act in connection with this application and to provide such additional information as may be required.

The Sponsor hereby designates \_\_\_\_\_, \_\_\_\_\_  
Name Title

to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Address

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
City State Zip

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Title of Representative

Date: \_\_\_\_\_

#### Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Project Schedules

Exhibit B - General Provisions

Exhibit C - Sponsor Assurances

\_\_\_\_\_  
Date of Transportation Board Approval: 06/20/03

\_\_\_\_\_  
Signature of Aeronautics Division Representative:

*EQ Jensen*

Date: 09/25/03

STATE:

State of Arizona  
Department of Transportation  
Aeronautics Division

By: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

SPONSOR:

City of Scottsdale  
Scottsdale Airport

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVAL AS TO FORM:

\_\_\_\_\_  
Legal Counsel for Sponsor

Date: \_\_\_\_\_

**EXHIBIT A****Project Schedules**

The Schedule Forms are intended to identify and monitor basic milestones that will be encountered during various phases of your Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones. Schedule One is to show total costs with each State and Federal and Local shares. Schedule Two is to show State funds only. This reimbursement schedule will be used to keep track of a project's progress. Be sure to develop a realistic schedule. Schedule Three is to show only anticipated dates of milestones.

As the project progresses, and the original reimbursement schedule and or milestone dates change, you must submit a revised Schedule. We need the most accurate information you can supply in order for us to manage the cash flow requirements of the program.

**Schedule One**  
**Project Description and Funding Allocation**

**Detailed Project Description:**

Design & Construct Fencing, Gates, Cameras & Motion Sensors.

Project Cost Area	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design Engineering Services	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Inspection/Survey	\$	\$	\$	\$
Sponsor Administration	\$	\$	\$	\$
Sponsor Force Account Work**	\$	\$	\$	\$
Other	\$	\$	\$	\$
Total Project Costs	\$	\$	\$	\$

\* Total of this column to be used in Schedule Two.

\*\* All force account work is to be approved by ADOT prior to the grant agreement being signed.

## Schedule Two

### Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State Grant Funds Only for this Project. All projections must include all consulting and contractor services and any Sponsor-based needs. This reimbursement schedule will be used to keep track of a project's progress. Be sure to develop a realistic schedule. It is the Sponsor's decision when to request State funds.

#### Instructions:

- 1) In the entry "Total State Funds" below, enter the total State funds from Schedule One, "Estimated State Share Column, Total Project Costs Row" above.
- 2) For each month/year, indicate the projected reimbursement amount for State Funds Only (use whole dollars only, e.g. \$540, or \$1300).
- 3) Continue the process by entering a Zero (0) in the month/year for which no reimbursement is requested and/or a dollar amount of the reimbursement, until the total State dollars are expended.

**Total State Funds:** \$ \_\_\_\_\_ (must match amount in Schedule One, State Share Total above)

State Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec
2004	\$	\$	\$	\$	\$	\$
2005	\$	\$	\$	\$	\$	\$
2006	\$	\$	\$	\$	\$	\$
2007	\$	\$	\$	\$	\$	\$
2008	\$	\$	\$	\$	\$	\$
State Fiscal Year	Jan	Feb	Mar	Apr	May	Jun
2004	\$	\$	\$	\$	\$	\$
2005	\$	\$	\$	\$	\$	\$
2006	\$	\$	\$	\$	\$	\$
2007	\$	\$	\$	\$	\$	\$
2008	\$	\$	\$	\$	\$	\$



### Schedule Three Project Milestones

#### Milestone Duration Model

To help with developing your project schedules, the following duration periods are intended to provide a model for you to consider. Our experience indicates these are average time periods (in calendar days), but it is understood these periods may vary by Airport and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) Duration of the Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) Construction Phase duration is dependent upon the type of Project, generally ninety (90) days to three hundred sixty (360) days.
- 5) Aeronautics review periods should be fifteen (15) days.

*(Do Not Write In Shaded Areas)*

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
<b>Consultant Selection Phase</b>					
Submit Scope/RFP for ADOT Review					
Submit Contract for ADOT Review					
Award Consultant Contract					
<b>Design &amp; Engineering Phase</b>					
Sponsor Issue Notice To Proceed/Start Design					
Conduct 30% Design Review at Aeronautics Division					
<b>Bidding Phase</b>					
Issue Invitation for Bids					
Submit Bid Tab for ADOT Review					
Award Construction Contract					
<b>Project Milestones</b>					
Construction Phase					
Final Inspection					
Submit As-Built					
Submit Final Reimbursement Request					

## **EXHIBIT B**

### **General Provisions**

#### **Employment of Consultant**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy.

#### **Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Application. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to act on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) For Design and Construction Agreements only, all contracts shall also stipulate and make clear:
  - a) The responsibilities of the consultant to authorize changes on the Project, which may have an affect on the contract price;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32.1101 through 32.1170.03.

#### **Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in A.C.R.R. R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:



- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

### **Reports**

The Sponsor shall submit reports that shall reflect the progress accomplished in relation to the contract schedule and milestones, reasons for delay and recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

### **Changes**

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder must be by formal amendment, and signed by all parties.

Any changes to the construction and/or planning contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

### **Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copy of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

### **Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to Arizona Revised Statutes Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by Arizona Revised Statute, Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State prior to this Agreement, not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

Prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work site to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant.

## EXHIBIT C

### Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

#### General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of FAA Advisory Circulars, Orders or Federal Aviation Regulations shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not to exceed twenty (20) years from the date of acceptance of the grant offer by the Sponsor. The useful life of a Planning Grant is considered to be the period from acceptance of the grant offer by the Sponsor until the grant is closed by the State.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 6) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 7) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State.



The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A, Airport Property Map, to this application, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 8) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs in the following costs classifications:

- 1) Engineering services costs (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) Construction costs (as applicable).
- 3) Construction administration costs (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) Sponsor administrative costs directly associated with this Project (calculated as not to exceed 5% of project costs).
- 5) Costs of force account contribution (if applicable).
- 6) Other/Contingencies (typically not to exceed approximately 10% of construction costs).

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Reporting Based Aircraft Reporting**

That it will furnish to the State on a quarterly basis, a current listing of all based aircraft on the Airport.



**FAA Notice of Proposed Construction**

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

**Airport Layout Plan**

- 1) The Sponsor shall maintain a current Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish ADOT an updated ALP of the Airport as changes are made. If the planning performed under this Agreement directs a change in on-airport land use to a non-aeronautical land use or a change in the Airport Reference Code, that change must be approved by FAA and ADOT Aeronautics and will require a new/updated Airport Layout Plan forwarded for re-validation/approval.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and ADOT Aeronautics Division standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the ALP in electronic format shall be forwarded to the Aeronautics Division after authentication by FAA or the ADOT Aeronautics Division.
- 3) The Sponsor shall assure that any and all changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor and which support the Airport or its operations, are recorded on the ALP and on the Airport Property Map.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

To restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.

- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of any assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and provide such reports on pavement condition and pavement management programs as may be required by the State.

#### **Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

#### **Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

#### **Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.

- 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

#### Construction Contract Documents

Any changes to the construction contract documents, authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant.

#### Plans, Specifications and Design Review

Plans, specifications, estimates and construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with ADOT and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, as indicated in Exhibit A, Schedule Three of this Agreement. This mandatory review shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue a notice to proceed with final design upon satisfactory completion of the review. Any modification to the approved plans, specifications and schedules shall also be subject to approval of the State and incorporated into this Agreement.

- 1) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 2) The Sponsor shall subject the construction work on any Project contained in an approved project application to inspection and approval by the State and the FAA and State shall in accordance with regulations and procedures prescribe such work.

#### Construction Inspection

Airport planning, design project estimates and/or construction inspection is the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.



RESOLUTION NO. 6410

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF AN AIRPORT DEVELOPMENT GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE ACCEPTANCE OF SUCH GRANT.

WHEREAS, Arizona Revised Statutes § 11-951 *et seq.* provide that public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, Article I, Section 3-1 of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies; and

WHEREAS, the City desires funds from the Arizona Department of Transportation for the purposes of airport planning and development.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City hereby accepts an Airport Development Grant from the Arizona Department of Transportation in the amount of \$225,000.00 for the purpose of designing and constructing airport security improvements.

Section 2. Mary Manross, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Agreement No. 2003-186-COS, entitled "Grant Agreement," between the City and the Arizona Department of Transportation for the purpose of accepting said grant.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 8<sup>th</sup> day of December 2003.

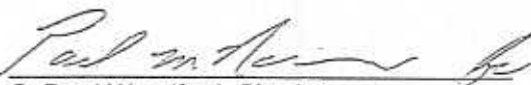
CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Mary Manross, Mayor

\_\_\_\_\_  
Carole Jagger, City Clerk

APPROVED AS TO FORM:

  
C. Brad Woodford, City Attorney



**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Recommend to the City Council the Proposed Five-Year Aviation Capital Improvement Program.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 11/19/03**Staff Contact:** Gary Mascaro, C.M.**Phone:** (480) 312-7612**ACTION**

Airport Advisory Commission considers recommending that the City Council:

The proposed Five-Year Aviation Capital Improvement Program for FY04/05 – FY 08/09.

**PURPOSE**

The Aviation 5-Year Capital Improvement Program provides a basis for controlling expenditures for the acquisition of significant aviation assets and construction of capital items at Scottsdale Airport. As part of the annual budget process, this is one of several steps. Following this action during next month's meeting, the program will be reviewed by the City's Administration Review Team, and the executive level staff before final adoption by the City Council. The program is developed and updated annually.

**KEY CONSIDERATIONS**

- All recommended aviation capital improvements will be funded by the Aviation Enterprise Fund, which will not result in an impact to the General Fund.
- Guidelines for determining capital projects are: a relatively high monetary value (at least \$25,000); long life (at least five years); and result in the creation of a fixed asset, or revitalization of a fixed asset.
- This item was brought to the Airport Advisory Commission as an information item for review and discussion on October 8, 2003.
- The proposed adoption date by the City Council is June 2004 for implementation on July 1, 2004.

---

Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachments: (1) Proposed Aviation Division Five-Year Capital Improvement Program

Action  
Taken

**AVIATION ENTERPRISE FUND - FIVE YEAR FINANCIAL FORECAST**  
**RECOMMENDED AVIATION CAPITAL PROJECT EXPENSES BY FUNDING SOURCE (Inflated)**  
**FISCAL YEARS 2004/05 THROUGH 2008/09**  
(In thousands of dollars)

Budget Source	Funding Source	Project # or grant center #	Project Name	03/04 ITD Exp +Com @ N/A	2004/05	2005/06	2006/07	2007/08	2008/09	Total	Comments
LEGEND: BOLD TEXT DENOTES CIP PROJECTS THAT ARE NOT INCLUDED IN THE BOTTOM LINE FUNDING FROM AVIATION SINCE THEY ARE HIGHLY UNLIKELY TO OCCUR BUT ARE INCLUDED IN GRANT FUNDS FOR BUDGETING PURPOSES											
CIP	Aviation Funds	A0301	Aviation Noise Exposure Maps	30.4	-	-	-	-		30.4	
	Grants	37300	Aviation Noise Exposure Maps	286.6	-	-	-	-		286.6	
			PROJECT TOTAL	317.0	-	-	-	-		317.0	
CIP	Aviation Funds	A0304	Flight Tracking System	60.0	-	-	-	-		60.0	
CIP	Aviation Funds	New	Runway RSA - Safety Area Improvements	20.6	68.9	-	-	-	-	89.5	
	Grants	37109/37300	Runway RSA - Safety Area Improvements	439.4	1,471.1	-	-	-	-	1,910.5	
			PROJECT TOTAL	460.0	1,540.0	-	-	-	-	2,000.0	
CIP	Aviation Funds	A0302	Airport Terminal Area Renovations	-	160.4	380.0	-	-		540.4	
	Grants	37300	Airport Terminal Area Renovations	-	955.9	-	-	-		955.9	
			PROJECT TOTAL	-	1,116.3	380.0	-	-		1,496.3	
CIP	Aviation Funds	n/a	Airport Parking Lot Lighting Upgrades	-	76.5	-	-	-		76.5	
CIP	Aviation Funds	A0306	Taxiway Extension & Transient Ramp [Alpha Taxiway]	-	-	43.5	-	-		43.5	
	Grants	37300	Taxiway Extension & Transient Ramp [Alpha Taxiway]	-	-	929.1	-	-		929.1	
			PROJECT TOTAL	-	-	972.6	-	-		972.6	
CIP	Aviation Funds	New	Apron Pavement Reconstruction - "Corporate Jets"	-	-				38.0	38.0	
	Grants	37015/37300	Apron Pavement Reconstruction- "Corporate Jets"	-	-				713.0	713.0	
			PROJECT TOTAL	-	-	-	-	-	751.0	751.0	
GRANT	Aviation Funds		Apron Pavement Overlay (PMMP) - Delta, Shades, Term etc		108.1	-				108.1	
	Grants	37300	Apron Pavement Overlay (PMMP) - Delta, Shades, Term etc		972.9	-				972.9	
			PROJECT TOTAL	-	1,081.0	-	-	-		1,081.0	
GRANT	Aviation Funds		Pavement Preservation - Taxiway "B", Kilo, Perimeter Rd			5.3	5.2		-	10.5	
	Grants	37300	Pavement Preservation - Taxiway "B", Kilo, Perimeter Rd			99.9	99.5		-	199.4	
			PROJECT TOTAL	-	-	105.2	104.7			209.9	
GRANT	Aviation Funds		Security Lighting Install - Main Aprons/Kilo		-	17.3				17.3	
	Grants	37300	Security Lighting Install - Main Aprons/Kilo		-	327.7				327.7	
			PROJECT TOTAL	-	-	345.0	-	-		345.0	
CIP	Aviation Funds	New	Airport Security Fencing	50.0	200.0	-	-	-	-	250.0	
GRANT	Aviation Funds		Portable Noise Monitors		2.2					2.2	
	Grants	37300	Portable Noise Monitors		47.8					47.8	
			PROJECT TOTAL	-	50.0	-	-	-		50.0	
CIP	Aviation Funds	A5001	Land Acquisition	391.1						-	
CIP	Aviation Funds	New	Design Projects - 04/05-08/09	2.3	21.5	7.4	3.5	20.1		54.8	
	Grants	37300	Design Projects - 04/05-08/09	20.2	193.6	66.2	31.0	180.0		491.0	
			PROJECT TOTAL	22.5	215.1	73.6	34.5	200.1		545.8	
CIP	Aviation Funds	New	FAA Part 161 - Noise Study		44.7	-				44.7	
	Grants	37300	FAA Part 161 - Noise Study		955.3	-				955.3	
			PROJECT TOTAL	-	1,000.0	-	-	-		1,000.0	
CIP	Aviation Funds	A2107	Land Acquisition Keekor Parcel - Grant Match	150.0	-					-	
CIP	Aviation Funds	NEW	ABC building Bathroom remodel	-	40.0					-	
GRANT	Grants	37300	GRANT CONTINGENCY							-	
			Expended Prior Years Budget	-		-	-	-		-	
			Estimated Expenditures 04/30/03 - 06/30/03	-						-	
<b>Funding Summary:</b>											
Sales Tax			Transportation Privilege Sales Tax		-	-	-	-		-	
Gen Fund			General Fund		-	-	-	-		-	
Aviation Funds			Aviation Funds		722.3	453.5	8.7	20.1	38.0	1,204.6	
Grants			Grants	note 1	4,611.0	1,661.7	4,429.3	180.0	713.0	10,882.0	
Bed Tax			Hospitality Funds (Bed Tax)		-	-	-	-	-	-	
MPC Bonds			MPC Bonds		-	-	-	-	-	-	
					-	5,333.3	2,115.2	4,438.0	200.1	751.0	10,761.6

note 1: This amount is overstated by the amount already reimbursed/expended because the line item sources of funds are not drawn down by ITD/encumbered. Jsecor



**COMMISSION INFORMATION REPORT**  
**TO:** Airport Advisory Commission  
**FROM:** Airport Staff  
**SUBJECT/PROJECT NAME:** Pilot/Community  
Outreach Update.

**Agenda Item No.:** \_\_\_\_\_

**Meeting Date:** 11/19/03

**Staff Contact:** Jennifer Lewis

**Phone:** (480) 312-7609

## **INFORMATIONAL**

Staff will provide a review of the Noise Report for the month of October 2003.

\_\_\_\_\_  
Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachment(s): (1) October 2003 Noise Report



# SCOTTSDALE AIRPORT LOCAL NOISE INFORMATION



October 2003

MONTHLY STATISTICS	October 2003	September 2003	CHANGE FROM LAST MONTH	% CHANGE FROM LAST MONTH	October 2002	CHANGE FROM LAST YEAR	% CHANGE FROM LAST YEAR
<b>COMPLAINTS</b>	547	461	86	18.7%	1523	-976	-64.1%
Local	345	400	-55	-13.8%	586	-241	-41.1%
Regional*	202	61	141	231.1%	937	-735	-78.4%
<b>OPERATIONS</b>	16,442	15,408	1,034	6.7%	16,806	-364	-2.2%

\*"Regional" complaints are from outside of the grid, not within the historic airport influence area.

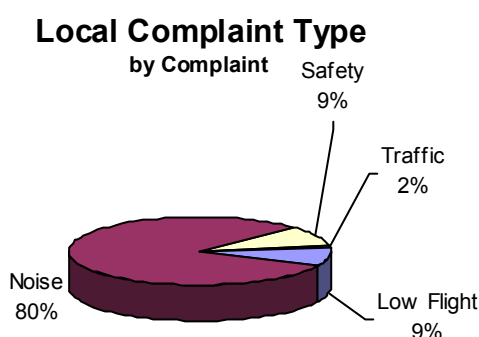


Figure 1

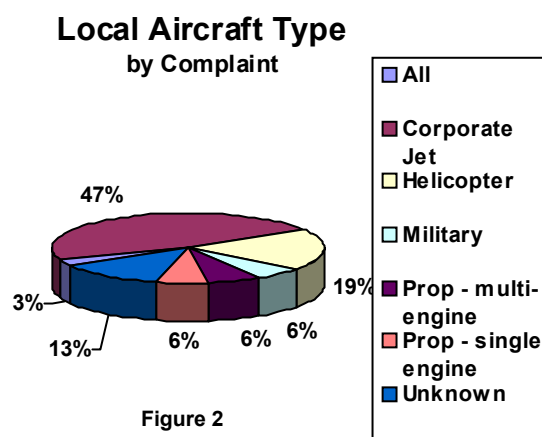


Figure 2

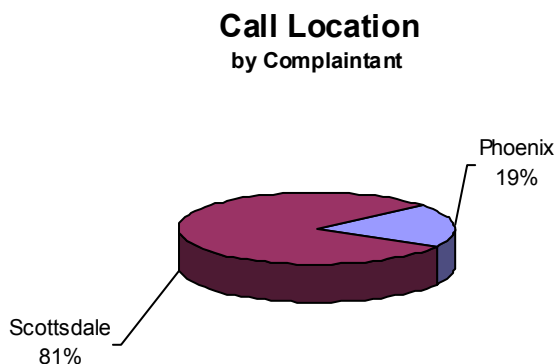


Figure 3

## Local Calls Per Person ( > 3 calls)

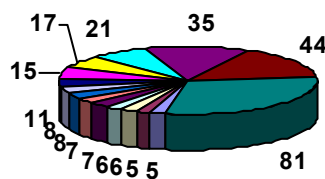


Figure 4

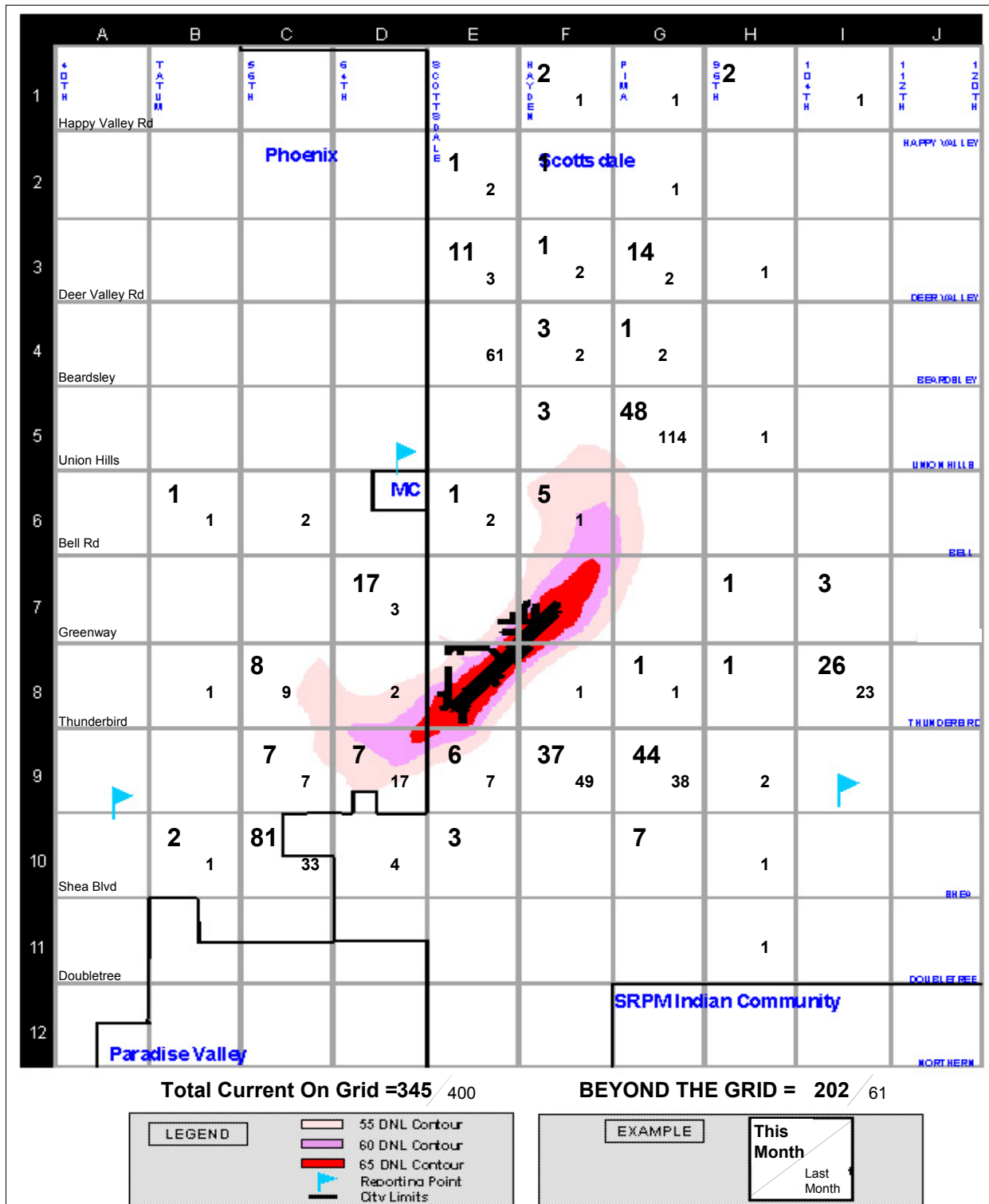
NOTE: 15 Callers out of 67 accounts for 50.46% of the total local complaint

## STAFF ACTION

- Proactive Pilot briefings: 14
- Returned Noise Calls: 32
- Pilot Enforcement/Education Letters: 78
- Informational packets sent/Emails: 1,052
- Real Estate briefings: 3
- Noise Study: Reviewed 8 development proposals for noise program compliance.
- First Part 150 Public Workshop was held on Oct. 30th.

# SCOTTSDALE AIRPORT LOCAL NOISE COMPLAINTS - October 2003

NOISE COMPLAINTS BY SQUARE-MILE





SCOTTSDALE AIRPORT "LOCAL" NOISE COMPLAINTS															
To remain consistant with historic data, only "Local" Noise Complaints that emanate within the boundaries of the Grid Map are listed. "Regional" complaints emanating from outside of the Grid are indicated on the report cover page.															
YEAR	COMPLAINTS & OPERATIONS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL TOTAL	MONTHLY AVERAGE
1988	COMPLAINTS	34	41	31	62	16	24	12	21	37	102	60	17	457	38
	OPERATIONS	15,612	16,635	18,055	17,272	16,640	14,176	14,252	14,804	14,691	16,680	16,719	17,005	192,541	16,045
1989	COMPLAINTS	28	27	42	43	88	81	72	108	98	251	170	58	1,066	89
	OPERATIONS	17,214	19,044	20,404	20,499	20,701	18,762	16,693	19,353	18,213	20,000	19,875	19,058	229,816	19,151
1990	COMPLAINTS	69	70	60	122	49	39	52	39	52	196	150	53	951	79
	OPERATIONS	19,900	20,440	21,064	22,268	23,295	22,628	24,291	25,442	22,484	22,774	21,779	19,454	265,819	22,152
1991	COMPLAINTS	108	77	82	58	79	80	44	52	40	83	28	32	763	64
	OPERATIONS	20,730	21,949	22,082	24,822	25,010	20,972	17,684	25,442	15,835	16,533	16,883	15,071	243,013	20,251
1992	COMPLAINTS	20	67	67	74	43	20	21	28	33	51	35	19	478	40
	OPERATIONS	16,117	15,461	17,004	18,820	18,477	17,409	15,795	15,130	15,631	17,563	15,643	14,527	197,577	16,465
1993	COMPLAINTS	78	49	65	111	51	28	21	17	23	45	24	13	525	44
	OPERATIONS	14,978	15,151	19,178	17,692	16,497	14,090	13,919	14,255	12,301	16,350	15,141	14,960	184,512	15,376
1994	COMPLAINTS	33	34	68	84	43	12	15	15	24	32	22	23	405	34
	OPERATIONS	14,553	14,835	17,406	15,599	13,988	12,581	12,615	12,613	12,526	13,579	13,395	13,048	166,738	13,895
1995	COMPLAINTS	59	78	50	23	22	15	14	11	22	43	37	23	397	33
	OPERATIONS	12,517	15,347	17,009	15,813	15,271	14,767	13,351	13,788	13,439	16,991	15,257	14,559	178,109	14,842
1996	COMPLAINTS	33	24	20	13	16	10	13	19	64	28	120	172	532	44
	OPERATIONS	14,231	15,565	17,317	15,761	16,185	13,861	14,412	14,495	14,889	16,712	15,323	14,357	183,108	15,259
1997	COMPLAINTS	197	58	87	62	30	35	21	19	31	40	52	27	659	55
	OPERATIONS	14,973	15,015	18,537	16,011	16,160	15,163	13,804	13,487	14,067	15,226	16,950	15,707	185,100	15,425
1998	COMPLAINTS	35	40	64	59	45	27	20	29	55	106	52	36	568	47
	OPERATIONS	17,061	14,649	17,573	17,025	18,214	16,908	17,414	16,813	17,058	19,843	18,698	17,208	208,464	17,372
1999	COMPLAINTS	41	29	44	28	36	44	32	33	30	30	63	19	429	36
	OPERATIONS	19,403	18,792	21,822	19,036	21,111	20,534	17,340	16,801	16,347	21,163	20,670	17,572	230,591	19,216
2000	COMPLAINTS	43	70	74	47	18	36	8	34	35	141	52	25	583	49
	OPERATIONS	18,790	20,303	19,350	17,904	18,913	17,845	8,728	16,671	16,939	17,313	17,869	15,908	206,533	17,211
2001	COMPLAINTS	64	68	61	47	42	15	33	19	22	44	91	34	540	45
	OPERATIONS	16,250	17,049	19,963	16,951	17,801	14,629	14,271	14,940	8,864	13,811	15,112	15,086	184,727	15,394
2002	COMPLAINTS	25	53	60	111	92	137	105	476	966	586	415	245	3,271	273
	OPERATIONS	16,779	16,613	17,699	17,500	16,041	14,941	14,811	15,502	15,496	16,806	17,913	15,463	195,564	16,297
2003	COMPLAINTS	383	301	314	169	160	126	205	226	400	345			2,629	263
	OPERATIONS	17,996	15,316	17,647	18,117	17,401	15,105	13,188	13,251	15,408	16,442			159,871	15,987
5 YEAR AVERAGES		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	5 YEAR AVERAGE	5 YEAR MO. AVG.
AVERAGE MONTHLY COMPLAINTS 1998-2002		42	52	61	58	47	52	40	118	222	181	135	72	1,078	90

NOTES: Air Fair: April 89, 90, 91, 92, 93, 94,.. Oct. 95, 98, 99, 2000

FAR Part 139 Application Announced - Oct. 90

Phoenix Ad Hoc Committee reponse - Oct. 91

Noise Study/Master Plan review - Nov./Dec. 96 and Jan. 97

Significant Runway Closures - Jul. 2000, Sept. 2001

FAA implements new Northwest 2000 Airspace Changes - Mar. 2002

Complaint criteria expanded to include any area, and type and complaints - April 2002

Complaints via the internet - June 2002

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/01/03	09:55	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/01/03	12:25	Matthew Benjamin	D9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/01/03	14:41	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/02/03	07:29	Kris Lumsden	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/02/03	07:36	Kris Lumsden	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/02/03	12:30	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/02/03	13:51	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/02/03	15:44	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/02/03	18:47	Steve Fowler	C9	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/02/03	18:52	Rolland Trayte	G3	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/02/03	19:12	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/02/03	19:24	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/02/03	20:20	Rolland Trayte	G3	Noise	All	ARRIVAL	Scottsdale
10/02/03	21:39	Ken Weingarten	G9	Noise	Unknown	UNKNOWN	Scottsdale
10/02/03	21:40	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/03/03	08:14	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/03/03	14:50	Melanie Noble	E3	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/03/03	23:21	Ken Weingarten	G9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/04/03	08:49	Kris Lumsden	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/04/03	08:50	Kris Lumsden	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/04/03	11:31	Ken Weingarten	G9	Low Flight	Helicopter	ARRIVAL	Scottsdale
10/05/03	14:00	Glenn Shearer	E10	Traffic	Corporate Jet	ARRIVAL	Scottsdale
10/05/03	14:03	Glenn Shearer	E10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/06/03	00:48	Roy Wise	C8	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/06/03	04:11	Jeanie Dugan	E9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/06/03	05:10	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/06/03	06:35	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/06/03	10:54	Ken Weingarten	G9	Noise	Helicopter	ARRIVAL	Scottsdale
10/06/03	12:49	Nick Luongo	G5	Low Flight	Prop - single engin	UNKNOWN	Scottsdale
10/06/03	13:14	Ken Weingarten	G9	Noise	Helicopter	ARRIVAL	Scottsdale
10/06/03	18:23	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/07/03	06:39	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/07/03	06:45	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/07/03	06:50	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/07/03	07:13	Kris Lumsden	G5	Noise	Unknown	UNKNOWN	Scottsdale
10/07/03	07:19	Kris Lumsden	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/07/03	08:25	Richard Rippy	E2	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/07/03	13:02	Melanie Noble	E3	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/07/03	14:39	Larry Anderson	F9	Low Flight	Helicopter	UNKNOWN	Scottsdale
10/07/03	15:30	Peter Sanborne	F2	Noise	Unknown	UNKNOWN	Scottsdale
10/07/03	15:53	Matthew Benjamin	D9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/07/03	15:53	Jeffrey & mable Billings	D9	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/07/03	18:31	Dennis Watkins	D9	Noise	Corporate Jet	UNKNOWN	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/07/03	18:37	Barbara Buckles	D7	Safety	Corporate Jet	UNKNOWN	Scottsdale
10/07/03	18:53	Barbara Buckles	D7	Safety	Prop - single engin	UNKNOWN	Scottsdale
10/07/03	19:28	Barbara Buckles	D7	Noise	Unknown	DEPARTURE	Scottsdale
10/07/03	20:53	David Matusow	I8	Noise	Unknown	UNKNOWN	Scottsdale
10/07/03	21:27	Kelly Hart	D9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/08/03	05:45	David Matusow	I8	Noise	Unknown	UNKNOWN	Scottsdale
10/08/03	07:33	Darryl Komesu	I8	Noise	Unknown	UNKNOWN	Scottsdale
10/08/03	09:54	Cheryl Mathews	F1	Traffic	All	UNKNOWN	Scottsdale
10/08/03	17:06	Brent Langben	H8	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/08/03	17:22	Charles Black	I7	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/08/03	17:59	Charles Black	I7	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/08/03	21:42	Joan Jacobs	B10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/08/03	21:45	Rw Moser	B10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/09/03	10:46	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/09/03	15:46	Charles Black	I7	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/09/03	22:00	Don Williams	G5	Noise	Unknown	ARRIVAL	Scottsdale
10/09/03	23:33	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/10/03	08:02	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	12:44	Pascal De sarthe	C10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	13:01	Pascal De sarthe	C10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	13:07	Pascal De sarthe	C10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	13:09	Pascal De sarthe	C10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	13:12	Glenda Jantz	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	13:18	Kristin Lehnert	G10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	13:43	Pascal De sarthe	C10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	13:51	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	14:04	John & mary kay Kennett	F6	Noise	All	UNKNOWN	Scottsdale
10/10/03	14:15	Pascal De sarthe	C10	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/10/03	14:32	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	14:57	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	15:18	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	15:51	Kristin Lehnert	G10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	15:53	Kristin Lehnert	G10	Noise	Unknown	UNKNOWN	Scottsdale
10/10/03	16:52	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/10/03	17:10	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/10/03	17:21	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/10/03	17:32	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	17:35	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	17:56	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/10/03	18:57	Dave Kenny	H7	Noise	All	UNKNOWN	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/10/03	19:00	Wayne Jantz	G5	Noise	Unknown	ARRIVAL	Scottsdale
10/10/03	21:40	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/11/03	08:30	Candi Kendall	H1	Traffic	All	UNKNOWN	
10/11/03	09:47	Melanie Noble	E3	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/11/03	18:43	Steve Fowler	C9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/12/03	00:03	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/12/03	04:23	Rolland Trayte	G3	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/12/03	08:00	David Matusow	I8	Noise	Unknown	UNKNOWN	Scottsdale
10/12/03	08:03	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/12/03	08:28	Darryl Komesu	I8	Noise	Prop - multi-engin	ARRIVAL	Scottsdale
10/12/03	09:15	David Matusow	I8	Noise	Unknown	UNKNOWN	Scottsdale
10/12/03	09:42	Kristin Lehnert	G10	Low Flight	Unknown	UNKNOWN	Scottsdale
10/12/03	09:44	David Givnish	F4	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/12/03	09:47	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/12/03	11:15	David Matusow	I8	Noise	Unknown	UNKNOWN	Scottsdale
10/12/03	12:03	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/12/03	12:47	Doug Arnold	C9	Noise	Unknown	UNKNOWN	
10/12/03	14:03	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/12/03	19:30	Rolland Trayte	G3	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/12/03	19:58	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/12/03	19:59	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/12/03	20:36	Heather and todd Kyle	E9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/13/03	01:26	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/13/03	06:33	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/13/03	06:46	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/13/03	08:23	Pascal De sarthe	C10	Safety	Prop - multi-engin	ARRIVAL	Scottsdale
10/13/03	08:24	Pascal De sarthe	C10	Safety	Prop - single engin	ARRIVAL	Scottsdale
10/13/03	08:25	Pascal De sarthe	C10	Safety	Prop - single engin	ARRIVAL	Scottsdale
10/13/03	08:48	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/13/03	12:14	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/13/03	12:15	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/13/03	12:47	Doug Arnold	C9	Noise	Unknown	DEPARTURE	
10/13/03	12:50	Doug Arnold	C9	Traffic	All	UNKNOWN	
10/13/03	13:09	Glen Scott	E9	Noise	All	UNKNOWN	Scottsdale
10/13/03	16:29	Karl Sneider	G3	Noise	Unknown	UNKNOWN	Scottsdale
10/13/03	16:32	Roy Wise	C8	Noise	Unknown	UNKNOWN	Scottsdale
10/13/03	19:48	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/13/03	23:40	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/14/03	09:01	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/14/03	09:58	Wayne Jantz	G5	Noise	Corporate Jet	DEPARTURE	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/14/03	12:49	Barbara Buckles	D7	Safety	Helicopter	UNKNOWN	Scottsdale
10/14/03	15:18	Wayne Jantz	G5	Noise	All	UNKNOWN	Scottsdale
10/14/03	16:29	Pascal De sarthe	C10	Noise	Prop - single engin	UNKNOWN	Scottsdale
10/14/03	17:02	Pascal De sarthe	C10	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/14/03	21:40	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/14/03	21:47	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/14/03	21:50	Pascal De sarthe	C10	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/15/03	00:38	Roy Wise	C8	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	08:00	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	08:04	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	08:30	Melanie Noble	E3	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/15/03	08:38	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	08:47	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	08:47	Pascal De sarthe	C10	Safety	Prop - single engin	ARRIVAL	Scottsdale
10/15/03	08:55	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	10:49	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/15/03	12:48	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/15/03	14:00	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	14:00	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	14:02	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	14:05	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	16:31	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/15/03	17:00	Phillip Warshov	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	17:05	Kristin Lehnert	G10	Noise	Military	ARRIVAL	Scottsdale
10/15/03	17:05	Nick Luongo	G5	Noise	Unknown	UNKNOWN	Scottsdale
10/15/03	17:05	Todd & hope Traynor	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	17:06	Bob Popow	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	17:06	Paul Symanski	F1	Noise	Military	ARRIVAL	Scottsdale
10/15/03	17:12	Everett Worfolk	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	18:07	Iris Green	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	18:11	Donald Lawarence	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	18:14	Robert Ness	G5	Noise	Military	ARRIVAL	Scottsdale
10/15/03	19:22	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/15/03	19:35	Ken Weingarten	G9	Noise	Prop - single engin	UNKNOWN	Scottsdale
10/15/03	20:43	Wayne Jantz	G5	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/15/03	20:47	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/15/03	22:50	Pascal De sarthe	C10	Noise	Prop - single engin	ARRIVAL	Scottsdale
10/16/03	07:31	William Lukenbill	F4	Low Flight	Corporate Jet	DEPARTURE	Scottsdale
10/16/03	09:42	Robert Kroger	F6	Noise	Military	DEPARTURE	Scottsdale
10/16/03	09:52	Darryl Komesu	I8	Noise	Unknown	UNKNOWN	Scottsdale



## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/16/03	09:55	Ron Hibbing	F6	Noise	Military	DEPARTURE	Scottsdale
10/16/03	09:55	Penny Keaton	E6	Noise	Military	DEPARTURE	Scottsdale
10/16/03	09:57	William Lukenbill	F4	Low Flight	Corporate Jet	DEPARTURE	Scottsdale
10/16/03	10:00	Iris Green	G5	Noise	Military	DEPARTURE	Scottsdale
10/16/03	10:00	Daniel Hechtman	F6	Noise	Military	DEPARTURE	Scottsdale
10/16/03	10:00	Ken Weingarten	G9	Noise	Military	DEPARTURE	Scottsdale
10/16/03	10:01	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/16/03	10:25	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/16/03	12:55	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/16/03	13:48	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/16/03	15:33	Nick Luongo	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/17/03	07:45	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/17/03	07:47	Pascal De sarthe	C10	Noise	Prop - single engin	ARRIVAL	Scottsdale
10/17/03	08:20	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/17/03	08:39	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/17/03	08:39	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/17/03	09:32	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/17/03	09:50	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/17/03	09:55	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/17/03	10:19	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/17/03	10:55	Pascal De sarthe	C10	Safety	Corporate Jet	UNKNOWN	Scottsdale
10/17/03	11:02	Pascal De sarthe	C10	Safety	Corporate Jet	UNKNOWN	Scottsdale
10/17/03	16:10	Brian Eaton	G4	Noise	Unknown	UNKNOWN	Scottsdale
10/17/03	23:10	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/18/03	05:03	Terry Connacher	G5	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/18/03	11:39	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/18/03	11:48	Pascal De sarthe	C10	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/18/03	12:32	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/18/03	12:45	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/18/03	14:26	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/18/03	22:14	Rolland Trayte	G3	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/19/03	08:00	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/19/03	08:10	Pascal De sarthe	C10	Noise	Prop - single engin	ARRIVAL	Scottsdale
10/19/03	10:20	Allen Noguee	F5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/19/03	10:40	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/19/03	10:40	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/19/03	11:40	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/19/03	14:24	Doug Arnold	C9	Noise	Corporate Jet	DEPARTURE	
10/19/03	17:55	Bob Popow	G5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/19/03	18:07	Bob Popow	G5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/19/03	23:27	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/20/03	13:09	Lynn Dorsett	H1	Low Flight	Helicopter	UNKNOWN	Scottsdale
10/20/03	13:50	David Barnett	E3	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/21/03	03:17	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/21/03	05:29	Doug Arnold	C9	Noise	Unknown	UNKNOWN	
10/21/03	06:45	Darryl Komesu	I8	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/21/03	07:10	Glen Scott	E9	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/21/03	07:10	Ron Teer	E10	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/21/03	07:51	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/21/03	09:35	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/22/03	18:06	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/22/03	18:10	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/22/03	19:48	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/22/03	19:48	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/22/03	23:09	Barbara Buckles	D7	Safety	Helicopter	DEPARTURE	Scottsdale
10/23/03	08:16	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/23/03	08:40	Pascal De sarthe	C10	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/23/03	09:08	Ken Weingarten	G9	Noise	Helicopter	DEPARTURE	Scottsdale
10/23/03	09:48	Ken Weingarten	G9	Noise	Helicopter	ARRIVAL	Scottsdale
10/23/03	11:06	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/23/03	11:28	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/23/03	13:38	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/23/03	15:17	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/23/03	16:28	Roy Wise	C8	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/23/03	20:55	Robert Linssen	B6	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/23/03	20:56	David Barnett	E3	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/23/03	20:59	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/23/03	21:21	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/23/03	21:38	David Barnett	E3	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/23/03	21:49	Wayne Jantz	G5	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/24/03	06:50	Brian Haynes	E9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/24/03	08:44	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/24/03	08:48	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/24/03	08:48	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/24/03	08:48	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/24/03	08:53	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/24/03	09:29	Pascal De sarthe	C10	Noise	Prop - single engin	UNKNOWN	Scottsdale
10/24/03	15:49	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/24/03	16:29	Barbara Buckles	D7	Noise	Unknown	UNKNOWN	Scottsdale
10/24/03	16:39	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/24/03	16:48	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/24/03	16:49	Roy Wise	C8	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/24/03	17:54	Lin Young	D9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/24/03	18:03	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/24/03	18:11	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/24/03	18:21	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/24/03	18:24	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/24/03	20:56	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/25/03	00:02	Kristin Lehnert	G10	Low Flight	Corporate Jet	UNKNOWN	Scottsdale
10/25/03	00:03	Melanie Noble	E3	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/25/03	00:03	Melanie Noble	E3	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/25/03	08:14	Barbara Buckles	D7	Safety	Helicopter	DEPARTURE	Scottsdale
10/25/03	09:40	Melanie Noble	E3	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/25/03	12:02	Allen Noguee	F5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/25/03	17:35	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/25/03	17:35	Pascal De sarthe	C10	Noise	Prop - single engin	ARRIVAL	Scottsdale
10/26/03	11:16	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/26/03	18:07	Bob Popow	G5	Low Flight	All	ARRIVAL	Scottsdale
10/27/03	07:21	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/27/03	07:30	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/27/03	08:17	Barbara Buckles	D7	Safety	Helicopter	DEPARTURE	Scottsdale
10/27/03	08:29	Barbara Buckles	D7	Safety	Helicopter	DEPARTURE	Scottsdale
10/27/03	08:45	Barbara Buckles	D7	Noise	Helicopter	ARRIVAL	Scottsdale
10/27/03	08:45	Barbara Buckles	D7	Noise	Helicopter	ARRIVAL	Scottsdale
10/27/03	08:54	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/27/03	09:22	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/27/03	09:37	Pascal De sarthe	C10	Noise	Prop - multi-engin	UNKNOWN	Scottsdale
10/27/03	09:44	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/27/03	09:44	Ken Weingarten	G9	Noise	Unknown	UNKNOWN	Scottsdale
10/27/03	09:46	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/27/03	09:47	Barbara Buckles	D7	Noise	Unknown	DEPARTURE	Scottsdale
10/27/03	11:18	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/27/03	11:18	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/27/03	11:38	Barbara Buckles	D7	Noise	Unknown	DEPARTURE	Scottsdale
10/27/03	11:48	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/27/03	11:51	Pascal De sarthe	C10	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/27/03	13:02	Ken Weingarten	G9	Noise	Unknown	UNKNOWN	Scottsdale
10/27/03	15:39	Ken Weingarten	G9	Traffic	All	ARRIVAL	Scottsdale
10/27/03	16:45	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/28/03	08:32	Glen Scott	E9	Noise	Corporate Jet	DEPARTURE	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/28/03	09:52	Nick Luongo	G5	Noise	Prop - single engin	UNKNOWN	Scottsdale
10/28/03	10:08	Wayne Jantz	G5	Noise	Unknown	UNKNOWN	Scottsdale
10/28/03	11:31	Barbara Buckles	D7	Safety	Corporate Jet	ARRIVAL	Scottsdale
10/28/03	11:40	Barbara Buckles	D7	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/28/03	13:11	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/28/03	16:41	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/28/03	17:15	Steve Carol	G5	Traffic	Unknown	ARRIVAL	Scottsdale
10/28/03	17:30	Barbara Buckles	D7	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/28/03	17:30	Nick Luongo	G5	Noise	Military	ARRIVAL	Scottsdale
10/28/03	17:34	Everett Worfolk	G5	Noise	Military	ARRIVAL	Scottsdale
10/28/03	18:45	Wayne Jantz	G5	Noise	Military	DEPARTURE	Scottsdale
10/28/03	18:49	George Miller	F5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/28/03	18:50	Robert Kroger	F6	Noise	Military	DEPARTURE	Scottsdale
10/28/03	18:53	Everett Worfolk	G5	Noise	Unknown	DEPARTURE	Scottsdale
10/28/03	18:59	Lee Buchanan	G8	Noise	Military	DEPARTURE	Scottsdale
10/28/03	21:09	Betty Duddley	F9	Noise	Military	ARRIVAL	Scottsdale
10/28/03	21:09	Chris Gobinski	G5	Noise	Unknown	UNKNOWN	Scottsdale
10/29/03	09:22	Ken Weingarten	G9	Low Flight	Helicopter	UNKNOWN	Scottsdale
10/29/03	10:37	Roy Wise	C8	Noise	Unknown	UNKNOWN	Scottsdale
10/29/03	10:38	Carl Snyder	G3	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/29/03	10:40	Ken Weingarten	G9	Noise	Helicopter	ARRIVAL	Scottsdale
10/29/03	10:48	Barbara Buckles	D7	Safety	Helicopter	ARRIVAL	Scottsdale
10/29/03	13:24	Ken Weingarten	G9	Noise	Unknown	UNKNOWN	Scottsdale
10/29/03	14:42	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/29/03	14:46	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/29/03	14:46	Ken Weingarten	G9	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/29/03	14:55	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/29/03	14:55	Ken Weingarten	G9	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/29/03	16:42	Ken Weingarten	G9	Low Flight	Helicopter	ARRIVAL	Scottsdale
10/29/03	17:04	Bob Popow	G5	Low Flight	Prop - multi-engin	ARRIVAL	Scottsdale
10/29/03	17:58	Bob Popow	G5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/29/03	22:20	Valerie Gunlock	F3	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/30/03	05:57	Bob Popow	G5	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/30/03	06:01	Kristin Lehnert	G10	Low Flight	Unknown	UNKNOWN	Scottsdale
10/30/03	06:10	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/30/03	08:56	Pascal De sarthe	C10	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/30/03	11:01	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/30/03	11:51	Roy Wise	C8	Noise	Prop - multi-engin	DEPARTURE	Scottsdale
10/30/03	12:25	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/30/03	14:26	Nick Luongo	G5	Noise	Unknown	UNKNOWN	Scottsdale

## SCOTTSDALE AIRPORT NOISE COMPLAINTS - October 2003

Date	Time	Name	Grid	Complaint	Acft. Type	Operation	City
10/30/03	16:42	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/30/03	16:44	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/30/03	18:15	Roy Wise	C8	Noise	Unknown	DEPARTURE	Scottsdale
10/30/03	18:20	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/30/03	18:20	Dan Lucas	F9	Noise	Helicopter	ARRIVAL	Scottsdale
10/30/03	18:39	Darryl Komesu	I8	Noise	Corporate Jet	UNKNOWN	Scottsdale
10/30/03	22:02	Ken Weingarten	G9	Noise	Corporate Jet	ARRIVAL	Scottsdale
10/31/03	12:09	Ken Weingarten	G9	Noise	Helicopter	UNKNOWN	Scottsdale
10/31/03	13:45	Carl Snyder	G3	Noise	Unknown	UNKNOWN	Scottsdale
10/31/03	15:22	Matthew Benjamin	D9	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/31/03	15:24	Pascal De sarthe	C10	Noise	Corporate Jet	DEPARTURE	Scottsdale
10/31/03	16:16	Bob Popow	G5	Low Flight	Prop - multi-engin	ARRIVAL	Scottsdale
10/31/03	16:28	Bob Popow	G5	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/31/03	16:40	Bob Popow	G5	Low Flight	Prop - multi-engin	ARRIVAL	Scottsdale
10/31/03	16:45	Bob Popow	G5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/31/03	16:59	Dan Lucas	F9	Noise	Helicopter	DEPARTURE	Scottsdale
10/31/03	17:03	Bob Popow	G5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/31/03	17:32	Bob Popow	G5	Low Flight	Prop - single engin	ARRIVAL	Scottsdale
10/31/03	17:35	Bob Popow	G5	Low Flight	Prop - multi-engin	UNKNOWN	Scottsdale
10/31/03	17:46	Bob Popow	G5	Low Flight	Corporate Jet	ARRIVAL	Scottsdale
10/31/03	21:05	Ken Weingarten	G9	Noise	Prop - single engin	UNKNOWN	Scottsdale
10/31/03	23:30	Melanie Noble	E3	Noise	Unknown	UNKNOWN	Scottsdale



Aviation Division

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WEB [www.ci.scottsdale.az.us/airport](http://www.ci.scottsdale.az.us/airport)

October 8, 2003

Mr. Rick Crabbs  
Channel 12 TV - KPNX  
P.O. Box 711  
Phoenix, AZ 85001

**RE: Scottsdale Airport Noise Abatement Program Compliance**

Dear Mr. Crabbs:

The purpose of this letter is to follow up on complaints caused by the Channel 12 helicopter while departing from Scottsdale Airport. During the past week, your helicopter has departed to the east and generated complaints in the neighborhood near 94<sup>th</sup> Street and Sweetwater. As you know, there are noise sensitive residential areas surrounding the Airport, and we join our neighbors in requesting that you respect our voluntary helicopter noise abatement routes.

Enclosed for your information is our latest Helicopter Pilot Guide. Please review the Scottsdale Airport noise abatement procedures and share the information with your pilots. Additionally, I encourage you to keep abreast of our current noise abatement bulletins via our website at <http://www.scottsdaleaz.gov/airport>.

Your assistance and cooperation are vital to the success of our noise abatement program, and I thank you in advance for your future efforts to comply with our "fly neighborly" program. If you have any questions regarding the Scottsdale Airport or our noise abatement program, please contact me at (480) 312-7609.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Lewis", is written over the typed name.

Jennifer M. Lewis  
Aviation Planner

Enclosure

cc: City Council, Council Aviation Subcommittee, Airport Advisory Commission ✓



Aviation Division

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October 10, 2003

David Watts  
Federal Aviation Administration  
SDL Air Traffic Control Tower  
14960 N. 78<sup>th</sup> Way  
Scottsdale, AZ 85260

RE: Air Traffic Routing and Instrument Approach Procedures

It was a pleasure talking with you earlier today. Again, I appreciated the advance notification on use of the NDB approach and right traffic for Runway 3 due to weather. Your effort to suggest use of the VOR approaches in your discussions with TRACON is very much appreciated, and demonstrates your cooperativeness of working with Airport Staff. It is unfortunate that TRACON denied your request in spite of the higher cloud levels to the south of SDL.

As you are aware, there are noise sensitive communities south and east of the airport that would be impacted by aircraft at 700 feet AGL with the circling minimums prescribed on the NDB approach. The VOR approach circling minimums are approximately 1,100 feet AGL. Since the cloud ceiling was approximately 1,100 feet it would appear pilots could have used either approach procedure and operated safely into SDL.

I know that there is not always a choice of approaches when adverse weather is a factor. However, I would just like to commend you for your effort and communication in support of using the VOR approach in this case.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Lewis", is written over a horizontal line.

Jennifer M. Lewis  
Aviation Planner

Cc; John Brett, Air Traffic Manager, Control Tower  
Phillip Thornton, Assistant Air Traffic Manager, TRACON  
City Council Aviation Subcommittee  
Airport Advisory Commission





Aviation Division

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Scottsdale, AZ 85260

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October 13, 2003

Mr. Lawson Calwell  
Alpha Charlie, Inc.  
P.O. Box 2414  
Round Rock, TX 78680

RE: N911DT Falcon 20

Dear Mr. Calwell:

Thank you for your effort to operate your Falcon 20 (N911DT) quietly. I have updated our records to reflect your aircraft has been retrofitted to meet Stage 3. Additionally, I am enclosing the pilot guides you requested. As you know, there are noise sensitive residential areas surrounding Scottsdale Airport (SDL), and we join our neighbors in requesting your assistance with respecting our noise abatement routes.

Please review the Noise Abatement Pilot Guides and share the information with other pilots operating your company's aircraft. I encourage you to visit our website [www.scottsdaleaz.gov/airport](http://www.scottsdaleaz.gov/airport) in order to keep abreast of our current noise abatement bulletins, and to obtain other valuable information pertaining to SDL.

Your assistance is vital to the success of our noise abatement program, and I thank you in advance for your future efforts to comply with our "fly neighborly" program. If you have any questions regarding SDL or our noise abatement program, please do not hesitate to contact me at (480) 312-7609.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Lewis", is written over a faint, larger signature.

Jennifer M. Lewis  
Aviation Planner

Enclosures

cc: City Council, Council Aviation Subcommittee, Airport Advisory Commission ✓



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October 14, 2003

Mr. Mike Smothermon  
FCI-Emergency Maneuver Training  
5865 S. Sossaman Road  
Mesa, AZ 85212

**RE: Military Flight Operations and Noise Abatement Issues**

Dear Mike:

Thank you for taking the time to discuss military flight operations and general aircraft noise abatement issues pertaining to Scottsdale Airport (SDL). It was a pleasure meeting with you, and I appreciate your suggestions about military pilot outreach.

Military operations at SDL have generated a great deal of both positive and negative attention in recent weeks. Since military aircraft will continue to utilize SDL as necessary, it is important that we establish communication with the pilots, whenever possible, to ask that they operate with our neighbors in mind.

Additionally, whenever community members inquire about military operations that occurred at SDL, it is just as important that the information we provide them is accurate and useful, while maintaining the confidence and security of our national defense system.

I look forward to continued dialogue with you on noise abatement issues as they arise, and I will let you know if I have any questions on the information you are sending me once I receive it.

If you need to reach me, please call me at (480) 312-7609.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Lewis", is written over the typed name.

Jennifer M. Lewis  
Aviation Planner

cc: City Council Subcommittee; Airport Advisory Commission ✓



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October 15, 2003

Ms. Susan DeMars  
Gateway Aviation Services  
6001 S. Sossaman Road, Suite 100  
Mesa, AZ 85212

**RE: Scottsdale Airport Pilot Guide and Noise Abatement Procedures**

Dear Susan:

It was a pleasure receiving your call today to discuss the Scottsdale Airport Pilot Guide. Enclosed you will find 200 pilot guides as you requested.

If you have any questions regarding the information in the pilot guide, or if you would like additional copies, please do not hesitate to contact me at (480) 312-7609.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Lewis", is written over the word "Sincerely,".

Jennifer M. Lewis  
Aviation Planner

Enclosures

Cc: City Council Subcommittee, Airport Advisory Commission ✓



Aviation Division

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October 17, 2003

Mr. Ken Weingarten  
9215 E. Aster Drive  
Scottsdale, AZ 85260

**RE: Aircraft Noise Complaint Investigation Results**

Dear Mr. Weingarten:

On October 8, 2003, you transmitted a fax that depicted a flight track of a Gulfstream II aircraft that arrived at Scottsdale Airport (SDL) on September 17, 2003 at approximately 9:00 p.m. Your claim was that the aircraft operated too low and asked that I investigate the circumstances affecting that flight.

After investigating that specific operation, I was able to verify the aircraft operator flew the VOR-C approach exactly as prescribed on the approach charts.

I appreciate your concern about aircraft operators that may operate their aircraft with less precision, however in this case the pilot clearly exercised extreme care in executing the approach into SDL.

If you have any additional questions regarding this information, please call me at (480) 312-7609. To file future aircraft noise complaints, please record the requested information on (480) 312-FLYS (3597).

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer M. Lewis".

Jennifer M. Lewis  
Aviation Planner

cc: City Council Aviation Subcommittee  
Airport Advisory Commission ✓



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October 22, 2003

Mr. Hyrum Miller  
Sawyer Aviation Training  
15115 N. Airport Drive  
Scottsdale, AZ 85260

**Re: NOTICE OF VIOLATION – Formation Flight Departure**

Dear Mr. Miller:

At approximately 12:00 p.m. today, there were two Cessna aircraft (led by N28Y) that performed a formation departure. This operation is a direct violation of Scottsdale City Code.

As you know, SDL is committed to enforcing its Airport Rules and Regulations; and according to Section 3-3, Traffic Patterns and Noise Abatement Procedures, paragraph (e) 4, "The following operations are prohibited, except with permission of the airport director for special events: ...formation takeoffs."

As a tenant of SDL, your adherence to the Airport Rules and Regulations is a condition of your lease. Please submit your written explanation of the circumstances that affected your pilot's decision to request and perform a formation takeoff within fifteen (15) calendar days from the date of this letter.

Because this matter is a direct violation of City Code, the City will determine if further action will be taken. If you have any questions or would like any additional information regarding this issue, please do not hesitate to contact me at (480) 312-7609.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jennifer M. Lewis", is written over a horizontal line.

Jennifer M. Lewis  
Aviation Planner

Enclosure

cc: City Council Aviation Subcommittee; Airport Advisory Commission ✓



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October 22, 2003

Mr. John Brett, Manager  
FAA – SDL Air Traffic Control Tower  
14960 N. 78<sup>th</sup> Way  
Scottsdale, AZ 85260

**Re: NOTICE OF VIOLATION – Formation Flight Departure**

Dear Mr. Brett:

At approximately 12:00 p.m. today, there were two Cessna aircraft (led by N28Y) that performed a formation departure. The FAA Air Traffic Control clearance for those aircraft to depart in that manner is a direct violation of Scottsdale City Code.

I understand from my telephone conversation with you that there was a misunderstanding by the Controller who approved the formation takeoff, and that the Controller thought formation flying was allowed in certain cases. Your effort to rectify that misunderstanding is required and appreciated.

As you know, SDL is committed to enforcing its Airport Rules and Regulations; and according to Section 3-3, Traffic Patterns and Noise Abatement Procedures, paragraph (e) 4, "The following operations are prohibited, except with permission of the airport director for special events: ...formation takeoffs."

Because this matter is a direct violation of City Code, the city will determine if further action will be taken. If you have any questions or require additional information regarding this issue, please do not hesitate to contact me at (480) 312-7609.

Sincerely,

Jennifer M. Lewis  
Aviation Planner

Cc: Phillip Thornton, Assistant Air Traffic Manager, TRACON  
City Council Aviation Subcommittee; Airport Advisory Commission ✓



Recd  
11-5-03 p.m.  
on



15115 N. AIRPORT DR STE 100 SCOTTSDALE AZ 85260 480.922.5221 (OFFICE) 480.922.5241 FAX

Ms. Jennifer M. Lewis  
15000 N. Airport Dr Ste 200  
Scottsdale AZ 85260

Re. Notice of Violation Formation Flight Departure

Dear Ms Lewis

Thank you for informing me of the violation. I was not aware that this had taken place. Our Standard Operating Procedures do not allow for ANY pilots to take off in formation or for that matter to fly in formation.

The two pilots in question were flight instructors. They were not aware of the city code that prohibits formation take offs. They were however aware of the school policy that prohibits such action. The two instructors in question were here from Europe on work visas. After we received your letter, we felt we had no choice but to terminate the instructors in question. Their visas have been revoked and they are being sent back to their home country this week. We felt that this kind of action would serve as a proper example to our other pilots when it comes to obeying the rules and regulations at the airport.

At Sawyer we do understand that our responsibility to adhere to the rules and regulations with the airport and the city. This violation will not happen again I can assure you. We have also taken steps to inform both our instructors and renters of the Airport Rules and Regulations handbook and where they may obtain a copy. We also have a copy available at our dispatch desk encouraging all who rent from us to read it.

We greatly appreciate all that the airport administration has done for us here. I assure you that we desire to follow all rules and regulations to the letter and help make this airport a better place for all who work here and who are privileged to visit here. If I can be of any further assistance to you in this matter, please contact my office.

A handwritten signature in black ink, appearing to read "Hyrum Miller", is written over a horizontal line.

Hyrum Miller  
President  
Sawyer Aviation Training Center Inc  
15115 N. Airport Dr  
Scottsdale AZ  
85260



**COMMISSION INFORMATION REPORT**  
**TO:** Airport Advisory Commission  
**FROM:** Airport Staff  
**SUBJECT/PROJECT NAME:** Review of Airport Operations Update for October 2003.

**Agenda Item No.:** \_\_\_\_

**Meeting Date:** 11/19/03

**Staff Contact:** Chris Read

**Phone:** (480) 312-2674

## INFORMATIONAL

Review of Airport Operations at Scottsdale Airport.

## PURPOSE

The purpose of this item is to keep the Airport Advisory Commission more informed of the day-to-day activities taking place at the City's airport.

## OPERATIONAL UPDATE

**Total Operations for October 2003 = 16,442**

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## ALERTS

Date and Time	Type	Description
October 23 <sup>rd</sup> / 11:52 hrs.	Alert 1	Beechjet, Unsafe gear indication.

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## INCIDENTS

Date and Time	Description
October 1 <sup>st</sup> / 11:07 hrs.	Fuel spill on FBO ramp.
October 2 <sup>nd</sup> / 08:05 hrs.	Cessna, off runway, no damage
October 12 <sup>th</sup> / 18:20 hrs.	Mooney, off runway, smashed distance remaining sign.
October 18 <sup>th</sup> / 11:51 hrs.	Vehicle smashed Airport monument sign.
October 24 <sup>th</sup> / 11:55 hrs.	Seneca, blown tire on landing.

---

Scott T. Gray, C.M., C.A.E.  
Aviation Director

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Review/Modify Airport  
Advisory Committee Meeting Schedule.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 11/19/03**Staff Contact:** Scott Gray, C.M.**Phone:** (480) 312-7735**ACTION**

Review Airport Advisory Commission Meeting Schedules for 2003/2004.

**PURPOSE**

Pursuant to By-Laws Laws of the Scottsdale Airport Advisory Commission, Section II – paragraph 202 – Regular Meetings shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 6:00 p.m., unless otherwise scheduled by majority vote of its members.

---

Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachments: (1) Airport Advisory Commission Schedule of Meetings - 2003  
(2) Airport Advisory Commission Schedule of Meetings - 2004

Action  
Taken

## SCOTTSDALE AIRPORT ADVISORY COMMISSION

### SCHEDULE OF REGULAR MEETINGS

2003

JANUARY 8

~~FEBRUARY 12~~ Cancelled  
FEBRUARY 13

MARCH 12

APRIL 9

APRIL 22 Special Meeting

~~MAY 14~~ Cancelled

JUNE 11

JULY 9

~~AUGUST 13~~ Cancelled

AUGUST 27 Combined August/September Meeting

~~SEPTEMBER 10~~ Cancelled

OCTOBER 8

~~NOVEMBER 12~~ Cancelled

NOVEMBER 19 (Following Joint Meeting of City Council  
Subcommittee and Airport Advisory  
Commission)

DECEMBER 10

**SCOTTSDALE AIRPORT ADVISORY COMMISSION**

**SCHEDULE OF REGULAR MEETINGS**

**2004**

JANUARY 14

FEBRUARY 11

MARCH 10

APRIL 14

MAY 12

JUNE 9

JULY 14

AUGUST 11

SEPTEMBER 8

OCTOBER 13

NOVEMBER 10

DECEMBER 8